decree of the California court or of the Kentucky court would be just as objectionable as that of the New York court since either, to compel the defendant to do his full duty, would have to order an act in another state. It would seem, then, that inasmuch as the legal effect of the New York decree was primarily to establish a personal obligation [27] on the defendant there was nothing to be gained by refusing the plaintiff relief with the defendant properly before the court.

It is impossible to catalogue the cases in which relief should be granted and those in which it should be denied. Each case should be decided on its own facts in the light of all the circumstances.[28] The rights of third parties beyond the boundaries of the state should be given special consideration.[29] The local court, however, is not bound to give the same remedy as that which would be granted by the other state,[30] and relief need not necessarily be refused because of the possibility of a divergence of state law.[31] Assuming that an equitable decree is a final adjustment of the rights of the parties, possessing some of the elements of a judgment at law and not a mere process of execution,[32] contrary state policy [33] or mistake of foreign law [34] is no bar to full faith and credit in the United States.[35] The plaintiff should certainly be forced to show an extreme case, but when he has done so, it should affirmatively appear that the decree would interfere with the sovereignty of the other state or in and of itself be impossible to enforce before equitable relief should be denied him.[36]

RECENT CASES

ADMIRALTY — JURISDICTION — STATE PROCEEDINGS *IN REM* AGAINST FOREIGN VESSELS. —The plaintiff, at work on a dock, was injured when a

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[27] See William Barbour, "The Extra-Territorial Effect of the Equitable Decree," 17 MICH. L. REV. 527, 548–550.

[28] "The development of equity in England was obtained by a method of seeking results in concrete causes." See Roscoe Pound, "Mechanical Jurisprudence," 8 COL. L. REV. 605, 611.

[29] Harris *v.* Pullman, 84 Ill. 20 (1876). See the explanation of the decision in Fall *v.* Fall, *supra*, by Mr. Justice Holmes in Fall *v.* Eastin, 215 U. S. 1, 15 (1909).

[30] See 25 HARV. L. REV. 653.

[31] But equity in its discretion may refuse to issue a decree which will leave the party in peril of a conflicting decree in another state. Harris *v.* Pullman, *supra*, at 27.

[32] See Walter Wheeler Cook, *supra*, 15 COL. L. REV. 228, 243; W. N. Hohfeld, "The Relations Between Law and Equity," 11 MICH. L. REV. 537, 551; William Barbour, *supra*, 17 MICH. L. REV. 527. See 26 YALE L. J. 331. See HUSTON, ENFORCEMENT OF DECREES IN EQUITY, pp. 151–153. *Cf.* 25 HARV. L. REV. 653. See also the cases cited under note 22, *supra*, especially Matson *v.* Matson and Bullock *v.* Bullock.

[33] Kenney *v.* Supreme Lodge, 252 U. S. 411 (1920).

[34] Fauntleroy *v.* Lum, 210 U. S. 230 (1908).

[35] See 22 HARV. L. REV. 51.

[36] A New York receiver was also appointed with power to proceed to California to get the stallion. It would seem that such appointment has no effect *in rem*, but the query has been raised as to the substantial difference between the act of the defendant under duress of the court and the decree of the court itself. See Fall *v.* Eastin, 215 U. S. 1, 10 (1909). See also Walter Wheeler Cook, *supra*, at 129. Such a question, however, is beyond the scope of the present note.

As to the effect of the appointment of a receiver over property in another state, see 1 CLARK, RECEIVERS, §§ 57, 483.

defective pulley used on *The Bee*, a foreign vessel, allowed some cement sacks to fall. A local statute provides for a lien for all injuries caused by vessels navigating the waters of the state. (2 OLSON, 1920 OREG. LAWS, §§ 10281–10288.) The plaintiff instituted proceedings *in rem* under the statute. There were no maritime liens on the vessel. Upon the intervention of the owners as claimants, the lower court rendered a personal judgment. *Held*, that the case be remanded for enforcement of the lien *in rem*. *Cordery* v. *The Bee*, 201 Pac. 202 (Oreg.).

Where a maritime cause of action is involved, a state statute creating a lien enforceable *in rem* in the state courts is unconstitutional. *The Hine* v. *Trevor*, 4 Wall. (U. S.) 555. But, since the test of admiralty tort jurisdiction is locality, the tort in the principal case was not maritime. *The Plymouth*, 3 Wall. (U. S.) 20; *Keator* v. *Rock Plaster Mfg. Co.*, 256 Fed. 574 (S. D. N. Y.). In such cases a statutory proceeding *in rem* in a state court against a domestic vessel is valid. *The Winnebago*, 205 U. S. 354; *Stapp* v. *Clyde*, 43 Minn. 192, 45 N. W. 430. The principal case rightly goes a step further and holds constitutional such a proceeding against a foreign vessel. See *Knapp & Co.* v. *McCaffrey*, 177 U. S. 638, 643, 647; *The Robert W. Parsons*, 191 U. S. 17, 25. There are two conceivable constitutional objections to the validity of the statute: (1) that it interferes with the Federal control of interstate or foreign commerce; (2) that it interferes with Federal admiralty powers. But these objections apply as well where a state lien is enforced against domestic vessels engaged in interstate commerce. And in such a case the objections have not been upheld. *The Winnebago*, *supra*. The interference with Federal admiralty power is more arguable where there are maritime liens as well, but the plaintiff cannot assert the constitutional rights of a class to which he does not belong when there is no objection on his own account. *New York ex rel. Hatch* v. *Reardon*, 204 U. S. 152; *The Winnebago*, *supra*.

ADMIRALTY — PRACTICE — APPLICATION OF EQUITABLE PRINCIPLES — EFFECT OF MISCONDUCT. — Through fraud the libelant obtained a contract to make repairs on a vessel at their reasonable value. In a libel *in rem* to recover for these repairs, he wilfully included several items for work not actually performed. *Held*, that the libelant recover the reasonable value of services rendered. *Anderson* v. *S. S. Kalfarli*, N. Y. L. J., Dec. 24, 1921 (C. C. A., 2d Circ.).

A court of admiralty has not equitable jurisdiction. *Andrews* v. *Essex Fire & Marine Ins. Co.*, 3 Mason (U. S.), 6 (Circ. Ct., 1st Circ.); *The Eclipse*, 135 U. S. 599. But it is not bound by strict rules, and to those cases coming within its jurisdiction it applies equitable principles. *The Juliana*, 2 Dods. 504; *Higgins* v. *Anglo-Algerian S. S. Co., Ltd.*, 248 Fed. 386 (2d. Circ.). This case raises the question how far admiralty should deny recovery on account of misconduct. In the case of seamen, misconduct may result in a partial or total forfeiture of wages. *Macomber* v. *Thompson*, 1 Sumner (U. S.), 384 (Circ. Ct., 1st Circ.). To extend this principle to the case of a repairman, denying recovery for the reasonable value of the repairs, would, it seems, result in an unwarranted penalty. The interests of navigation, which justify such a forfeiture for misconduct of seamen, do not require that all maritime services be subject to like forfeitures. Thus in the case of salvage contracts obtained through inequitable means, the courts generally allow recovery for ordinary salvage. *Brooks* v. *S. S. Adirondack*, 2 Fed. 387 (S. D. N. Y.); *The Don Carlos*, 47 Fed. 746 (N. D. Cal.). But see *The No. Carolina*, 15 Pet. (U. S.) 40. *Cf. The Ann C. Pratt*, 18 How. (U. S.) 63. Conceding the libelant's right to recover, there seems no sound reason for compelling him to resort to a court of law, as is done when the right is to nominal, or small substantial, damages only. See *Barnett* v. *Luther*, 1 Curtis (U. S.), 434 (Circ. Ct., 1st. Circ.); *Ely* v.